

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

MICROSOFT CORPORATION,

Plaintiff,

v.

BOYD BUTCHER,

Defendants.

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CIVIL ACTION: 2:06-CV-371-DF

ORDER FOR DEFAULT JUDGMENT AND PERMANENT INJUNCTION

Having considered (1) Microsoft Corporation's ("Microsoft's") Motion for Default Judgment and Permanent Injunction, (2) Microsoft's Memorandum of Law in Support of its Motion for Default Judgment and Permanent Injunction, (3) the Declaration of John R. Nelson in support thereof, (4) the District Clerk's defaults entered herein, (5) the Summonses, (6) the Complaint, (7) the Affidavits of Service, and (8) all of the relevant papers and pleadings on file with the Court in this matter,

IT IS ORDERED THAT Plaintiff's Motion for Default Judgment is **GRANTED** and Plaintiff shall have and recover from Defendants, Boyd Butcher, individually and d/b/a Computers Unlimited the total sum of \$354,900.16.

1. Defendants Boyd Butcher, individually and d/b/a Computers Unlimited (collectively, "Defendants") are liable to Microsoft for the infringement of the following copyrighted works:

- (1) TX 5-407-055 ("Microsoft Windows XP Professional");
- (2) TX 5-329-272 ("Microsoft Office XP Professional");
- (3) TX 5-321-421 ("Microsoft Access 2002");

- (4) TX 5-318-231 ("Microsoft Excel 2002");
- (5) TX 5-321-422 ("Microsoft Outlook 2002");
- (6) TX 5-318-232 ("Microsoft PowerPoint 2002");
- (7) TX 5-321-425 ("Microsoft Word Version 2002"); and
- (8) TX 5-321-423 ("Microsoft FrontPage 2002");

2. Defendants are liable to Microsoft for trademark infringement under federal law, 15 U.S.C. § 1114 et seq., resulting from their use in commerce of Microsoft's trade dress and use and imitation of the following Trademarks and/or Service Mark Registration Numbers:

- (1) 1,200,236 ("MICROSOFT");
- (2) 1,256,083 ("MICROSOFT");
- (3) 1,872,264 ("WINDOWS");
- (4) 2,744,843 ("COLORED FLAG DESIGN");
- (5) 1,475,795 ("POWERPOINT");
- (6) 1,741,086 ("MICROSOFT ACCESS");
- (7) 2,188,125 ("OUTLOOK"); and
- (8) 1,982,562 ("PUZZLE PIECE LOGO");

3. Defendants are liable to Microsoft for unfair competition under federal law, 15 U.S.C. § 1125, and under the laws of the State of Texas;

4. Microsoft is awarded \$175,000 in statutory damages against Defendants, jointly and severally, under the Copyright Act.

5. Microsoft is awarded \$175,000 in statutory damages against Defendants, jointly and severally, under the Lanham Act.

6. Microsoft is awarded \$4,900.16 in attorneys' fees and costs.

IT IS FURTHER ORDERED THAT

Defendants Boyd Butcher, individually and d/b/a Computers Unlimited (collectively, "Defendants"), their directors, principals, officers, agents, servants, employees, representatives, successors and assigns, and all those acting in concert or participation with them shall be, and hereby are, **PERMANENTLY ENJOINED** and restrained from:

(a) imitating, copying, or making any other infringing use or infringing distribution of software programs, components, end user license agreements, certificates of authenticity, or items protected by Microsoft's registered trademarks and service marks, which include the following

Trademark Registration Numbers:

- (1) 1,200,236 ("MICROSOFT");
- (2) 1,256,083 ("MICROSOFT");
- (3) 1,872,264 ("WINDOWS");
- (4) 2,744,843 ("COLORED FLAG DESIGN");
- (5) 1,475,795 ("POWERPOINT");
- (6) 1,741,086 ("MICROSOFT ACCESS");
- (7) 2,188,125 ("OUTLOOK"); and
- (8) 1,982,562 ("PUZZLE PIECE LOGO");

or the software programs, components, end user license agreements, certificates of authenticity, or items protected by the following Certificate of Copyright Registration Numbers:

- (1) TX 5-407-055 ("Microsoft Windows XP Professional");

- (2) TX 5-329-272 ("Microsoft Office XP Professional");
- (3) TX 5-321-421 ("Microsoft Access 2002");
- (4) TX 5-318-231 ("Microsoft Excel 2002");
- (5) TX 5-321-422 ("Microsoft Outlook 2002");
- (6) TX 5-318-232 ("Microsoft PowerPoint 2002");
- (7) TX 5-321-425 ("Microsoft Word Version 2002"); and
- (8) TX 5-321-423 ("Microsoft FrontPage 2002");

and any other works now or hereafter protected by any of Microsoft's trademarks or copyrights;

(b) manufacturing, assembling, producing, distributing, offering for distribution, circulating, selling, offering for sale, advertising, importing, promoting, or displaying any software program, component, end user license agreements, certificates of authenticity, item or thing bearing any simulation, reproduction, counterfeit, copy, or imitation of any of Microsoft's registered trademarks or service mark, including, but not limited to, the Trademark and Service Mark Registration Nos. listed in Paragraph (a) above;

(c) using any simulation, reproduction, counterfeit, copy, or imitation of Microsoft's registered trademarks or service mark including, but not limited to, the Trademark and Service Mark Registration Nos. listed in Paragraph (a) above, in connection with the manufacture, distribution, offering for distribution, sale, offering for sale, advertisement, promotion, or display of any software, component, end user license agreements, certificates of authenticity, item or thing not authorized or licensed by Microsoft;

(d) using any false designation of origin or false description which can or is likely to lead the trade or public or individuals erroneously to believe that any software, component, end

user license agreements, certificates of authenticity, item, or thing has been manufactured, produced, distributed, offered for distribution, advertised, promoted, displayed, licensed, sponsored, approved, or authorized by or for Microsoft, when such is in fact not true;

(e) using the names, logos, or other variations thereof of any of Microsoft's copyright and/or trademark-protected software programs in any of Defendants' trade or corporate names;

(f) engaging in any other activity constituting an infringement of any of Microsoft's trademarks, service mark and/or copyrights, or of Microsoft's rights in, or right to use or to exploit these trademarks, service mark, and/or copyrights or constituting any dilution of Microsoft's name, reputation, or goodwill; and

(g) knowingly assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in paragraphs (a) through (f) above.

IT IS SO ORDERED.

SIGNED this 30th day of May, 2007.

A handwritten signature in black ink, appearing to read "David Folsom", is written over a horizontal line.

DAVID FOLSOM
UNITED STATES DISTRICT JUDGE